

CONTINUATION SHEET

PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COST

The Contractor shall provide all services, personnel, material, parts, supplies, supervision, labor and equipment, except that specified as Government furnished, required to repair and calibrate the test equipment in support of the Test Equipment Repair and Calibration Workcenter at the Mike Monroney Aeronautical Center (MMAC).

Offerors are required to propose a flat rate job price (See Clause C.2 - Definition of Contract Terms) for the categories listed in Schedule B. Prices are required for both a repair and calibration for each of the listed categories. The prices included as part of Technical Exhibits 1A and 1B [TE-1 (A&B)] are estimated costs for the purchase price of the item. This exhibit is representative of the items included under this requirement but is not all-inclusive. The Government reserves the right to order contract services for items not included in TE-1(A&B), but which arise during the performance period of this contract under the existing categories. Items that cannot fall into one of the categories will be repaired or calibrated based on the hourly rates established under Contract Line Item (CLIN) 0010. All work shall be accomplished in accordance with the terms, conditions, and provisions set forth herein.

ITEM	SUPPLIES/SERVICES	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<u>Base Contract Period (1st Year)</u>					
<u>Category 1/\$0.00-\$1,000/Reference TE-1(A&B)</u>					
0001A.	Calibration	701	EA	\$ _____	\$ _____
0001B.	Repair	403	EA	\$ _____	\$ _____
<u>Category 2/\$1,001-\$5,000/Reference TE-1 (A&B)</u>					
0002A.	Calibration	938	EA	\$ _____	\$ _____
0002B.	Repair	1177	EA	\$ _____	\$ _____
<u>Category 3/\$5,001-\$10,000/Reference TE-1 (A&B)</u>					
0003A.	Calibration	341	EA	\$ _____	\$ _____
0003B.	Repair	713	EA	\$ _____	\$ _____
<u>Category 4/\$10,001-\$15,000/Reference TE-1 (A&B)</u>					
0004A.	Calibration	130	EA	\$ _____	\$ _____
0004B.	Repair	187	EA	\$ _____	\$ _____
<u>Category 5/\$15,001-\$25,000/Reference TE-1 (A&B)</u>					
0005A.	Calibration	143	EA	\$ _____	\$ _____
0005B.	Repair	130	EA	\$ _____	\$ _____

ITEM	SUPPLIES/SERVICES	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<u>Category 6/\$25,001-\$35,000/Reference TE-1 (A&B)</u>					
0006A.	Calibration	67	EA	\$ _____	\$ _____
0006B.	Repair	239	EA	\$ _____	\$ _____
<u>Category 7/\$35,001-\$45,000/Reference TE-1 (A&B)</u>					
0007A.	Calibration	9	EA	\$ _____	\$ _____
0007B.	Repair	4	EA	\$ _____	\$ _____
<u>Category 8/\$45,001-\$55,000/Reference TE-1 (A&B)</u>					
0008A.	Calibration	5	EA	\$ _____	\$ _____
0008B.	Repair	1	EA	\$ _____	\$ _____
<u>Category 9/\$55,001 and above/Reference TE-1 (A&B)</u>					
0009A.	Calibration	1	EA	\$ _____	\$ _____
0009B.	Repair	1	EA	\$ _____	\$ _____
0010.	Hourly Rate (to cover any effort which is not considered to fall into the categories shown above, such as surveys, units returned uncalibrated/repared to owners (RTO), inspections and/or testing charge, modifications, and provide revisions to serviceable Government assets as required and as authorized by the Contracting Officer.)				
0010A.	Calibration	186	HR	\$ _____	\$ _____
0010B.	Repair	1055	HR	\$ _____	\$ _____
0011.	Reports IAW TE-10 and Clause G.1			NOT SEPARATELY PRICED	

TOTAL ESTIMATED VALUE FOR BASE CONTRACT PERIOD \$ _____

ITEM	SUPPLIES/SERVICES	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<u>First Option Period (2nd Year)</u>					
<u>Category 1/\$0.00-\$1,000/Reference TE-1 (A&B)</u>					
1001A.	Calibration	705	EA	\$ _____	\$ _____
1001B.	Repair	405	EA	\$ _____	\$ _____
<u>Category 2/\$1,001-\$5,000/Reference TE-1 (A&B)</u>					
1002A.	Calibration	943	EA	\$ _____	\$ _____
1002B.	Repair	1183	EA	\$ _____	\$ _____
<u>Category 3/\$5,001-\$10,000/Reference TE-1 (A&B)</u>					
1003A.	Calibration	343	EA	\$ _____	\$ _____
1003B.	Repair	718	EA	\$ _____	\$ _____
<u>Category 4/\$10,001-\$15,000/Reference TE-1 (A&B)</u>					
1004A.	Calibration	131	EA	\$ _____	\$ _____
1004B.	Repair	187	EA	\$ _____	\$ _____
<u>Category 5/\$15,001-\$25,000/Reference TE-1 (A&B)</u>					
1005A.	Calibration	144	EA	\$ _____	\$ _____
1005B.	Repair	131	EA	\$ _____	\$ _____
<u>Category 6/\$25,001-\$35,000/Reference TE-1 (A&B)</u>					
1006A.	Calibration	67	EA	\$ _____	\$ _____
1006B.	Repair	240	EA	\$ _____	\$ _____
<u>Category 7/\$35,001-\$45,000/Reference TE-1 (A&B)</u>					
1007A.	Calibration	9	EA	\$ _____	\$ _____
1007B.	Repair	4	EA	\$ _____	\$ _____
<u>Category 8/\$45,001-\$55,000/Reference TE-1 (A&B)</u>					
1008A.	Calibration	5	EA	\$ _____	\$ _____
1008B.	Repair	1	EA	\$ _____	\$ _____
<u>Category 9/\$55,001 and above/Reference TE-1 (A&B)</u>					
1009A.	Calibration	1	EA	\$ _____	\$ _____
1009B.	Repair	1	EA	\$ _____	\$ _____

ITEM	SUPPLIES/SERVICES	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1010.	Hourly Rate (to cover any effort which is not considered to fall into the categories shown above, such as surveys, units returned uncalibrated/repared to owners (RTO), inspections and/or testing charge, modifications, and provide revisions to serviceable Government assets as required and as authorized by the Contracting Officer.)				
1010A.	Calibration	193	HR	\$ _____	\$ _____
1010B.	Repair	1093	HR	\$ _____	\$ _____
1011.	Reports IAW TE-10 and Clause G.1			NOT SEPARATELY PRICED	

TOTAL ESTIMATED VALUE FOR FIRST OPTION PERIOD \$ _____

Second Option Period (3rd Year)

Category 1/\$0.00-\$1,000/Reference TE-1 (A&B)

2001A.	Calibration	710	EA	\$ _____	\$ _____
2001B.	Repair	408	EA	\$ _____	\$ _____

Category 2/\$1,001-\$5,000/Reference TE-1 (A&B)

2002A.	Calibration	950	EA	\$ _____	\$ _____
2002B.	Repair	1192	EA	\$ _____	\$ _____

Category 3/\$5,001-\$10,000/Reference TE-1 (A&B)

2003A.	Calibration	346	EA	\$ _____	\$ _____
2003B.	Repair	722	EA	\$ _____	\$ _____

Category 4/\$10,001-\$15,000/Reference TE-1 (A&B)

2004A.	Calibration	132	EA	\$ _____	\$ _____
2004B.	Repair	189	EA	\$ _____	\$ _____

Category 5/\$15,001-\$25,000/Reference TE-1 (A&B)

2005A.	Calibration	145	EA	\$ _____	\$ _____
2005B.	Repair	132	EA	\$ _____	\$ _____

ITEM	SUPPLIES/SERVICES	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<u>Category 6/\$25,001-\$35,000/Reference TE-1 (A&B)</u>					
2006A.	Calibration	67	EA	\$ _____	\$ _____
2006B.	Repair	240	EA	\$ _____	\$ _____
<u>Category 7/\$35,001-\$45,000/Reference TE-1 (A&B)</u>					
2007A.	Calibration	9	EA	\$ _____	\$ _____
2007B.	Repair	4	EA	\$ _____	\$ _____
<u>Category 8/\$45,001-\$55,000/Reference TE-1 (A&B)</u>					
2008A.	Calibration	5	EA	\$ _____	\$ _____
2008B.	Repair	1	EA	\$ _____	\$ _____
<u>Category 9/\$55,001 and above/Reference TE-1 (A&B)</u>					
2009A.	Calibration	1	EA	\$ _____	\$ _____
2009B.	Repair	1	EA	\$ _____	\$ _____
2010.	Hourly Rate (to cover any effort which is not considered to fall into the categories shown above, such as surveys, units returned uncalibrated/repared to owners (RTO), inspections and/or testing charge, modifications, and provide revisions to serviceable Government assets as required and as authorized by the Contracting Officer.)				
2010A.	Calibration	199	HR	\$ _____	\$ _____
2010B.	Repair	1129	HR	\$ _____	\$ _____
2011.	Reports IAW TE-10 and Clause G.1			NOT SEPARATELY PRICED	

TOTAL ESTIMATED VALUE FOR SECOND OPTION PERIOD \$ _____

ITEM	SUPPLIES/SERVICES	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<u>Third Option Period (4th Year)</u>					
<u>Category 1/\$0.00-\$1,000/Reference TE-1 (A&B)</u>					
3001A.	Calibration	716	EA	\$ _____	\$ _____
3001B.	Repair	411	EA	\$ _____	\$ _____
<u>Category 2/\$1,001-\$5,000/Reference TE-1 (A&B)</u>					
3002A.	Calibration	958	EA	\$ _____	\$ _____
3002B.	Repair	1201	EA	\$ _____	\$ _____
<u>Category 3/\$5,001-\$10,000/Reference TE-1 (A&B)</u>					
3003A.	Calibration	349	EA	\$ _____	\$ _____
3003B.	Repair	727	EA	\$ _____	\$ _____
<u>Category 4/\$10,001-\$15,000/Reference TE-1 (A&B)</u>					
3004A.	Calibration	133	EA	\$ _____	\$ _____
3004B.	Repair	191	EA	\$ _____	\$ _____
<u>Category 5/\$15,001-\$25,000/Reference TE-1 (A&B)</u>					
3005A.	Calibration	146	EA	\$ _____	\$ _____
3005B.	Repair	134	EA	\$ _____	\$ _____
<u>Category 6/\$25,001-\$35,000/Reference TE-1 (A&B)</u>					
3006A.	Calibration	68	EA	\$ _____	\$ _____
3006B.	Repair	244	EA	\$ _____	\$ _____
<u>Category 7/\$35,001-\$45,000/Reference TE-1 (A&B)</u>					
3007A.	Calibration	9	EA	\$ _____	\$ _____
3007B.	Repair	4	EA	\$ _____	\$ _____
<u>Category 8/\$45,001-\$55,000/Reference TE-1 (A&B)</u>					
3008A.	Calibration	5	EA	\$ _____	\$ _____
3008B.	Repair	1	EA	\$ _____	\$ _____
<u>Category 9/\$55,001 and above/Reference TE-1 (A&B)</u>					
3009A.	Calibration	1	EA	\$ _____	\$ _____
3009B.	Repair	1	EA	\$ _____	\$ _____

ITEM	SUPPLIES/SERVICES	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
3010.	Hourly Rate (to cover any effort which is not considered to fall into the categories shown above, such as surveys, units returned uncalibrated/repaired to owners (RTO), inspections and/or testing charge, modifications, and provide revisions to serviceable Government assets as required and as authorized by the Contracting Officer.)				
3010A.	Calibration	206	HR	\$ _____	\$ _____
3010B.	Repair	1166	HR	\$ _____	\$ _____
3011.	Reports IAW TE-10 and Clause G.1			NOT SEPARATELY PRICED	

TOTAL ESTIMATED VALUE FOR THIRD OPTION PERIOD \$ _____

Fourth Option Period (5th Year)

Category 1/\$0.00-\$1,000/Reference TE-1 (A&B)

4001A.	Calibration	722	EA	\$ _____	\$ _____
4001B.	Repair	414	EA	\$ _____	\$ _____

Category 2/\$1,001-\$5,000/Reference TE-1 (A&B)

4002A.	Calibration	966	EA	\$ _____	\$ _____
4002B.	Repair	1211	EA	\$ _____	\$ _____

Category 3/\$5,001-\$10,000/Reference TE-1 (A&B)

4003A.	Calibration	351	EA	\$ _____	\$ _____
4003B.	Repair	735	EA	\$ _____	\$ _____

Category 4/\$10,001-\$15,000/Reference TE-1 (A&B)

4004A.	Calibration	134	EA	\$ _____	\$ _____
4004B.	Repair	193	EA	\$ _____	\$ _____

Category 5/\$15,001-\$25,000/Reference TE-1 (A&B)

4005A.	Calibration	147	EA	\$ _____	\$ _____
4005B.	Repair	133	EA	\$ _____	\$ _____

ITEM	SUPPLIES/SERVICES	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<u>Category 6/\$25,001-\$35,000/Reference TE-1 (A&B)</u>					
4006A.	Calibration	69	EA	\$ _____	\$ _____
4006B.	Repair	247	EA	\$ _____	\$ _____
<u>Category 7/\$35,001-\$45,000/Reference TE-1 (A&B)</u>					
4007A.	Calibration	9	EA	\$ _____	\$ _____
4007B.	Repair	4	EA	\$ _____	\$ _____
<u>Category 8/\$45,001-\$55,000/Reference TE-1 (A&B)</u>					
4008A.	Calibration	5	EA	\$ _____	\$ _____
4008B.	Repair	1	EA	\$ _____	\$ _____
<u>Category 9/\$55,001 and above/Reference TE-1 (A&B)</u>					
4009A.	Calibration	1	EA	\$ _____	\$ _____
4009B.	Repair	1	EA	\$ _____	\$ _____
4010.	Hourly Rate (to cover any effort which is not considered to fall into the categories shown above, such as surveys, units returned uncalibrated/repared to owners (RTO), inspections and/or testing charge, modifications, and provide revisions to serviceable Government assets as required and as authorized by the Contracting Officer.)				
4010A.	Calibration	213	HR	\$ _____	\$ _____
4010B.	Repair	1205	HR	\$ _____	\$ _____
4011.	Reports IAW TE-10 and Clause G.1			NOT SEPARATELY PRICED	

TOTAL ESTIMATED VALUE FOR FOURTH OPTION PERIOD \$ _____

TOTAL ESTIMATED POTENTIAL CONTRACT VALUE \$ _____

PART I – SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

The contractor shall provide all personnel, labor, equipment, materials and supervision, except that specified in Technical Exhibit 6 as Government furnished equipment, necessary to perform all of the services described in the attached Performance Work Statement (PWS) entitled “FAA Logistics Support Facility Test Equipment Repair and Calibration Services.”

C.2 DEFINITION OF CONTRACT TERMS (JAN 1997) (R)

CLA.1510

(a) “Contractor's Cost” means the net cost to the contractor (after deducting cash or trade discounts, rebates, commissions and any other allowances and credits available to the contractor, regardless of date purchased, plus properly identified and supported freight or transportation costs) for parts acquired by the contractor for performance under this contract. Federal, state and local taxes, permits and fees, when applicable, shall be included in Contractor's Cost.

(b) “Direct Labor Hours” means those hours of labor which are identifiable as being performed directly on an item of the contract and which serve as the basis for payment of the Hourly Composite Rate set forth in Section B. The method of charging direct labor hours to this contract must conform to the contractor's accepted normal accounting practices and procedures, and allow for verification to the sources of the costs incurred. The term Direct Labor Hours does NOT include time for the indirect work of overhead and supervisory employees such as officers, engineers, supervisors, foremen, quality control inspectors, material handlers, clerks, typists, timekeepers, watchmen and truck drivers.

(c) “Direct Material” means those materials which are not encompassed by the definition of “Indirect Materials.”

(d) “Flat Rate Job Price” is the price for repair, not subject to upward or downward revision, of the reparable Government-owned units listed in Section B. The Flat Rate Job Price shall include all costs such as preservation, packing, packaging, marking, all materials (direct and indirect), material handling expense, overhead, direct and indirect labor, all parts, profit, and all other elements of cost incurred in the performance of this contract.

(e) “Hourly Composite Rate” includes direct and indirect labor, indirect material, overhead and profit. Payment under the applicable item will be computed by multiplying the Direct Labor Hours expended by the Hourly Composite Rate. The amounts payable for fractional parts of an hour may be prorated by fractions or increments not less than one-tenth (1/10) of one hour.

(f) “Indirect Material” means all supplies and materials which do not become an integrated part of the assembly, accessory, or component. Typical items are lubricants, solvents, wiping rags, emery cloth, plating material, safety wire and abrasives. Price of indirect material shall be included in the Hourly Composite Rate.

(g) “Irreparable” means a condition where an item cannot be returned to service in accordance with the applicable manufacturer's overhaul limits and instructions and/or pertinent regulations of the Federal Aviation Administration.

(h) “New, Unused Parts” means serviceable parts that have never been used, which conform to current production standards and which are intended for replacement for like irreparable parts.

(i) “Out-of-Plant Services” means those services performed for the contractor by its vendor, processor or subcontractor, such as special grinding, plating or similar rework processes, on components or parts removed from the Government-owned reparable items.

(j) “Overhaul” means (1) the complete disassembly of the contract items listed in Section B including every assembly, subassembly and part; (2) the cleaning of each part and its inspection for serviceability; (3) the repair or rework of each reparable part and the replacement of each irreparable part; (4) the reassembly,

calibration, as necessary, testing and inspection; (5) the marking and finishing of the exterior, where required; and (6) the preservation, packing and packaging, as required.

(k) "Reparable" means the condition of an item which can be returned to service after repair or rework in accordance with procedures, tolerances and limits established by the overhaul and repair instructions issued by the item manufacturer, or as otherwise authorized under the provisions of the Federal Aviation Regulations.

(l) "Serviceable" means the condition of an item in a good state of preservation that can be placed in service in accordance with applicable manufacturer's overhaul limits and instructions and/or pertinent regulations of the Federal Aviation Administration without repair.

(m) "Test" means a test or check of equipment in its operational (or functional) environment, using equipment, procedures, and limits specified in applicable authorized manufacturer publications, manuals, and specifications and technical orders or FAA authorized changes in procedures and limits.

C.3 SERVICEABLE AND IRREPARABLE ITEMS (JAN 1997)

CLA.1202

(a) In the event the contractor receives Government-owned units which are considered to be either (1) serviceable as received or (2) irreparable, he shall furnish a detailed recommendation to the Contracting Officer within 15 calendar days after receipt of the unit(s). The Contracting Officer will make a determination as to the condition of the unit(s) based upon data furnished by the contractor and/or a physical inspection of the unit(s) by authorized Government personnel.

(b) The Contracting Officer will furnish disposition instructions for serviceable/irreparable units and the contractor shall be entitled to be paid only the appropriate fee for inspection and/or testing as specified under Part I - Section B.

(c) Failure to agree to the condition of the units shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled Contract Disputes, AMS 3.9.1-1.

C.4 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE (SEP 2001)

CLA.4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

PART I – SECTION D **PACKAGING AND MARKING**

Not applicable

PART I – SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services performed under this contract shall be at destination, Mike Monroney Aeronautical Center, 6500 S. MacArthur Blvd., Oklahoma City, Oklahoma.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.10.4-4 INSPECTION OF SERVICES—BOTH FIXED-PRICE & COST REIMBURSEMENT (APR 1996)

**3.10.4-5 INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR (APR 1996)
(Applicable to CLIN 0010, as well as subsequent CLINs in option periods.)**

PART I – SECTION F
DELIVERIES OR PERFORMANCE

F.1 PHASE-IN PERIOD

This contract includes a 30-day phase-in period, followed by the base year performance period, and continuing for one year thereafter. The base year is followed by four 1-year option periods to be exercised at the sole discretion of the Government.

F.2 TIME OF DELIVERY

(a) As set forth in Paragraph 4.2.3 of the PWS, the Government requires delivery in accordance with the following Turn Around Time (TAT):

- (1) Priority 1-SS – Delivery within 1 day of receipt of asset
- (2) Priority 1 – Delivery within 3 days of receipt of asset
- (3) Priority 2 – Delivery within 5 days of receipt of asset
- (4) Priority 3 – Delivery within 10 days of receipt of asset
- (5) Priority 4 – Delivery time will be established by the COTR
- (6) Priority 5 – Delivery within 30 days of receipt of asset

(b) No blanket exemptions will be given for items exceeding their specified TATs due to awaiting parts status or awaiting repair by a subcontractor.

(c) Any TAT exceeded by the Contractor shall continue to be worked ahead of other assigned work within the same priority level. If the contractor fails to complete an item within the designated TAT, the contractor shall grant a credit (See QASP, Paragraph 8) to the Government for days in excess of the specified TAT.

F.3 AUTHORIZED PERFORMANCE (JAN 1997)**CLA.0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

3.8.2-22 SUBSTITUTION OR ADDITION OF PERSONNEL (OCT 2006)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 90 days of contract performance, the Contractor must not substitute personnel for the individuals whose résumés or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 60 days (if a security clearance must be obtained, at least 30 days before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

3.10.1-9	STOP-WORK ORDER (OCT 1996)
3.10.1-11	GOVERNMENT DELAY OF WORK (APR 1996)
3.10.1-24	NOTICE OF DELAY (FEB 2009)
3.11-34	F.O.B. DESTINATION (APR 1999)

PART I – SECTION G

CONTRACT ADMINISTRATION DATA

G.1 REPORTS

(a) The contractor shall provide all reports specified in Technical Exhibit 10 (TE-10) in the quantities and at the schedules so indicated. All reports shall be submitted to the Contracting Officer unless otherwise indicated.

(b) In addition to those reports specified in TE-10, the contractor shall provide a monthly report reflecting all work accomplished. Data shall be maintained and accumulated monthly by the contractor on units input for repair and/or calibration to provide a monthly status report to the Contracting Officer and the Contracting Officer Representatives. The monthly status report will contain the following information for each month:

- Work Order Number
- NSN and Part Number
- Serial Number (if applicable)
- Category
- Description
- Date Received
- Date Completed
- Days In-House
- Priority Designation
- Identify “serviceable as received” or “beyond repair”

(c) The monthly status report shall be submitted not later than five working days following the end of the month which it covers.

G.2 OPERATING/ORDER PROCEDURES

Delivery order(s) will be issued hereunder for the funding of contract only. Each delivery order will specify the time period for which it will cover. It will authorize contractor to proceed with contract performance, as ordered by the COTR, to the extent the total price does not exceed the dollar amount authorized by the delivery order. In no event will the cost of contractor’s performance under the contract exceed the dollar amount authorized by the delivery order.

G.3 OPTION TO EXTEND SERVICES (JAN 1997)**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.4 INVOICING PROCEDURES - GENERAL (JAN 2002)**CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) One copy to:

FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-240)
P.O. Box 25082
Oklahoma City, OK 73125

(3) Two copies to:

FAA, Mike Monroney Aeronautical Center
Product Svcs Mtl Mgmt Branch (AML-4060)
Rodney McCollum
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.

(2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.

(3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.5 IDENTIFICATION/DELIVERY OF GOVERNMENT PROPERTY (JAN 1997)**CLA.1401**

Within thirty (30) calendar days after award of contract the Government-owned property listed below will be furnished to the contractor for use in the performance of this contract.

SEE GOVERNMENT-FURNISHED PROPERTY LISTED IN TECHNICAL EXHIBIT 6

G.6 INCREMENTAL FUNDING (JAN 1997)**CLA.2604**

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

G.7 GOVERNMENT PROPERTY REPORTS (JAN 1997)**CLA.4528**

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

G.8 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (JAN 2002)**CLA.4550**

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JAN 2008)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

PART I – SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 TRANSITION AND PHASE-IN

(a) This contract contains transition and phase-in requirements which must be accomplished in accordance with Paragraph 1.17 of the PWS. During phase-in, the contractor shall receive all work in process which cannot be completed by the current contractor and work which cannot be postponed. This action is to enable the contractor to plan, estimate, and obtain material and personnel resources required to perform the work.

(b) All material and equipment inventories required by paragraphs 3.0 of the PWS shall be conducted during the phase-in period. Any discrepancies in inventory will be resolved within 10 days of commencement of performance by the contractor.

H.2 PHASE OUT

In the event that the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly change over to the successor contractor pursuant to the requirements of AMS Clause 3.8.2-11, Continuity of Services.

H.3 RESTRICTION ON USE OF PROPRIETARY DATA

Performance of this contract will require the contractor to have access to data developed by third party contractors at private expense and which is proprietary in nature. Protection of such proprietary data from unauthorized use and disclosure is necessary to prevent the compromise of such property right or economic interest and to preclude impairment of the Government's ability to obtain access to or use of such data. In performance of this contract, the contractor shall not reproduce, in whole or in part, any technical data which is proprietary to a third party, and shall not disclose the contents of such proprietary data, in whole or in part, to any person or entity, including purposes of performing the services required by this contract.

H.4 ENVIRONMENTAL, SAFETY AND HEALTH (JUL 2008)**CLA.0090**

(a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and / or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy which states:

“The Mike Monroney Aeronautical Center is fully committed to the Administrator’s Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources and improve energy efficiency*
- *Continually improve environmental performance*

Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment.”

(4) The requirements of the MMAC Environmental Management System (EMS) which is modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC’s environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set for in paragraph (a) (3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that the employees requiring unescorted access to the site have received the MMAC EMS Employee Awareness and MMAC General Employee Training. This training is available on-line at: https://employees.faa.gov/employee_services/regcent_services/mmac/amp/env/mgt_system/.

(iii) Complete and sign the “Certification of Contractor Conformance to the MMAC EMS” included in Section K of this contract. Contractor’s signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Health and Safety (OHS) Policy which states:

“The Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the health and safety of our employees and neighbors. It is our policy to ensure that employees, students and visitors are provided with workplaces that are free from recognized hazards that may cause serious illness or injury. In keeping with this commitment; we will implement, maintain and continually improve our health and safety performance by utilizing a comprehensive Occupational Health and Safety Management System which:

- *Ensures compliance with all applicable occupational safety and health requirements*
- *Identifies hazards, assesses risks and implements controls*
- *Prevents injury and illness*
- *Establishes health and safety objectives*

Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a healthy and safe work environment for employees, students and visitors.”

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer **not later than November 30 of each year** and contain the following information (Note: the following references to fiscal year refer to the Government fiscal year, October 1 through September 30):

(1) The number of employee-hours worked during the preceding fiscal year;

(2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost work days, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;

(3) The number of cases which resulted in days- away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirement stated in this Clause, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

H.5 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS CLA.1051 FOR NEW FISCAL YEAR (JAN 1997)

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.6 NOTICE TO CONTRACTOR REGARDING USE OF SAN ANTONIO CLA.4549 LIGHTHOUSE BASE SUPPLY STORE (SEP 2001)

(a) The San Antonio Lighthouse operates a Base Supply Store (BSS) at the Mike Monroney Aeronautical Center (MMAC). The BSS is located in Room B13 of the Multi-Purpose Building and stocks a wide variety of common use office products. Contractor may request authorization to purchase supplies related to contract performance from the BSS. Such requests should be made in writing and submitted to the cognizant Contracting Officer. Contracting Officer's authorization shall be issued in writing and shall be subject to the following terms:

- (1) Payments for contractor purchases at the BSS shall be made using a corporate charge account.
- (2) The BSS does not collect sales tax; however, contractor is not exempt from paying such sales tax under the terms of this contract. Therefore, in the event contractor requests and receives authorization to purchase supplies from the BSS, contractor is responsible for making arrangements for payment of applicable sales tax

H.7 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE CLA.4540 RESOLUTION (APR 1998)

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.8 NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)

CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.9 PERSONNEL AND SUPERVISION (OCT 2006)

CLA.4556

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

H.10 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEP 2006)

CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

3.8.2-17 KEY PERSONNEL AND FACILITIES (JUL 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

- (c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.
 (d) The key personnel and/or facilities under this contract are:

Contract Manager	
Metrologist	
(Title)	(Person's Name)

PART II – SECTION I
CONTRACT CLAUSES

I.1 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997) CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I.2 LIABILITY INSURANCE (JAN 1997) CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, NAS Contract Management Div. (AMQ-240)
 P. O. Box 25082
 Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (JUL 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the

terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

3.2.1.5-4 CONTINUITY OF SERVICES - MISSION CRITICAL CONTRACTS (JAN 2008)

(a) The contractor recognizes that the supplies and/or services under this contract are critical to FAA and must be continued without interruption during times of National Emergency or Incidents of National Significance. Supplies and/or services to be continued without interruption are:

Test Equipment Repair and Calibration Services

(b) National Emergencies or Incidents of National Significance include:

- (1) Outbreak of pandemic influenza or infectious disease;
- (2) Terrorist attack; and
- (3) Natural disaster.

(c) Because the supplies and/or services under this SIR or contract are deemed critical by FAA, the contractor must make every reasonable effort to deliver these supplies and/or services per the contract requirements during times of National Emergency or Incidents of National Significance; however, the presence of this clause does not affect or diminish the Contractor's rights under Default or Termination clauses incorporated into this SIR or contract.

(d) Within 30 days after award, the contractor must submit a Continuity of Contract Performance Plan to the Contracting Officer (CO) for review and acceptance. This plan describes the processes and tools that the contractor will commit to ensure supplies and/or services are delivered as required during times of National Emergency or Incidents of National Significance. This plan must include the following sections:

(1) Plans and Procedures: Detail the plans and procedures in place that will provide for continued contract performance for supplies and/or services during times of National Emergencies or Incidents of National Significance;

(2) Essential Functions: Record functions that are essential to the continuation of mission critical contract performance;

(3) Delegations of Authority, Planned Order of Succession, and Cross-Training: Procedures in place to ensure personnel are available to make key decisions and perform critical services when primary personnel are unavailable;

(4) Alternate Operating Facilities: When the primary facility is unavailable, detail plans to make available other facilities unaffected by the National Emergency or Incident of National Significance. If contract performance allows, this may include alternatives such as telecommute;

(5) Interoperable and Effective Communications: Identify alternate communication systems if primary systems are unavailable;

(6) Critical Records or Data: Identify plans in place to ensure critical records and data are still available to ensure the integrity of contract performance;

(7) Protection of Human Capital: Identify comprehensive plans to protect the overall health and welfare of the workforce in times of National Emergency or Incidents of National Significance;

(8) Testing and Training of the Plan: Detail comprehensive testing and training of the plan to improve the execution of contract performance in times of National Emergency or Incidents of National Significance;

(9) Devolution of Control and Direction: Identify plans and the ability to transfer authority and responsibility of essential functions from the primary location to other sites and employees; and

(10) Reconstitution and Resuming Normal Operations: Identify procedures and processes to expedite the return of contract performance and operations to their normal state.

(e) The Continuity of Contract Performance Plan must be made available by the contractor to all authorized contractor personnel with a "need-to-know" for review and use during the term of the contract.

(f) The Continuity of Contract Performance Plan must be updated as needed.

3.2.2.3-39 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR OTHER INFORMATION -MODIFICATIONS (JUL 2010)

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or

(2) For non-certified current cost or pricing data (CPD), a request for an exception to CCCPD.

You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

(i) Information on an exception you received on earlier or repetitive acquisitions;

(ii) Catalog price information including:

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

(C) A statement that the catalog is on file in the contracts office that will issue this

contract modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed \$25,000. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

(A) The source, date or period of the market quotation;

(B) Any other basis for the market price, the base amount, and applicable

discounts;

(C) The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [*] are accurate, complete, and current as of [**]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [*** _____]

*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

** Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

*** Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

3.2.4-16 ORDERING (OCT 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract stated in the schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-17 ORDER LIMITATIONS (OCT 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 each unit, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the total amount of the contract;

(2) Any order for a combination of items in excess of 125 percent of the total amount of the contract; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(e) Any order accepted pursuant to paragraph (d) for quantities in excess of the maximum order limitations described at paragraph (b)(1), and (2) of this clause, shall be delivered at the delivery time(s) established in the Delivery Schedule. Additionally, quantities in excess of those specified as the maximum order limitations and accepted by the contractor for delivery are not computed in determining the placement of any additional order(s) within the 30 days contemplated at paragraph (b)(3) of this clause.

3.2.4-19/ALT 1 REQUIREMENTS ALTERNATE 1 (MAR 2009)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of

that activity's requirements for supplies and services specified in the "Schedule" that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APR 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JAN 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(A) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

3.3.1-36 AVAILABILITY OF FUNDS - OPTION PERIODS UNDER A CONTINUING RESOLUTION (APR 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (JAN 2011)

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (APR 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class Monetary Wage-Fringe Benefits

Electronics Technician, FV-856-G, \$27.31 per hour

Electronic Measurement Equip. Mechanic (Metrologist), FV-2602-12, \$32.73 per hour

Manager/Supervisor, FV-301-I, \$38.92 per hour

Supply Technician, FV-2005-E, \$18.45 per hour

3.6.2-41 EMPLOYMENT ELIGIBILITY VERIFICATION (SEP 2009)

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall—

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

3.8.2-11 CONTINUITY OF SERVICES (OCT 2008)

(a) The Contractor recognizes that the services under this contract are vital to the FAA and must be continued without interruption and that, upon contract expiration, a successor, either the FAA or another contractor, may continue them. The Contractor agrees to:

- (1) furnish phase-in training and
- (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a

successor.

(b) The Contractor must, upon the CO's written notice:

- (1) furnish phase-in, phase-out services for up to 45 days after this contract expires and
- (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan must specify a training program and a date for transferring responsibilities for each division of work described in the plan, and must be subject to the CO's approval. The Contractor must provide sufficient experienced personnel during the phase- in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor must allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor must also disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor must release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor must be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro-rata portion of the fee (profit) under this contract.

3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (APR 1996)

(a) This clause does not apply to firm-fixed-price contracts and fixed-price contracts with economic price adjustment. However, it does apply to subcontracts resulting from unpriced modifications to such contracts.

(b) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if the Contractor does not have an approved purchasing system and if the subcontract:

- (1) Is proposed to exceed \$100,000; or
- (2) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services, that in the aggregate are expected to exceed \$100,000.

(c) The advance notification required by paragraph (b) above shall include-

- (1) A description of the supplies or services to be subcontracted;
- (2) Identification of the type of subcontract to be used;
- (3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;
- (4) The proposed subcontract price and the Contractor's cost or price analysis;
- (5) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;
- (6) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract; and
- (7) A negotiation memorandum reflecting-
 - (i) The principal elements of the subcontract price negotiations;
 - (ii) The most significant considerations controlling establishment of initial or revised prices;
 - (iii) The reason cost or pricing data were or were not required;

- (iv) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (v) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;
- (vi) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (vii) A complete explanation of the incentive fee or profit plan when incentives are used.

The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(d) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (b) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination:
 - (1) of the acceptability of any subcontract terms or conditions,
 - (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or
 - (3) to relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.
- (h) The Government reserves the right to review the Contractor's purchasing system.

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JAN 2011)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or;
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains. Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

<u>Position</u>	<u>Risk Level</u>
All Positions	Low Risk: 1

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA

reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

Mike Monroney Aeronautical Center Contracts:
Mgr., Investigations and Internal Security Branch, AMC-751
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

3.14-4 ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE DECALS (OCT 2010)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and the Security and Investigations Division, AMC-751, and the Office of Facility Management, AMP-300. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the sponsor. Arrangements for processing the identification cards, including photographs and lamination can be made by contacting Security and Investigations Division, AMC-751 in the Security Command Center.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

- 3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 1997)**
- 3.1.7-4 ORGANIZATIONAL CONFLICTS OF INTEREST (MAR 2009)**
- 3.1.8-1 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (OCT 2009)**
- 3.1.8-2 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (APR 2010)**
- 3.2.2.3-29 INTEGRITY OF UNIT PRICES (JUL 2004)**
- 3.2.2.3-33 ORDER OF PRECEDENCE (FEB 2009)**
- 3.2.2.7-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (MAY 2011)**
- 3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)**
- 3.2.2.8-1 MATERIAL REQUIREMENT (APR 2009)**
- 3.2.4-34 OPTION TO EXTEND SERVICES (APR 1996)**
- 3.2.5-1 OFFICIALS NOT TO BENEFIT (APR 1996)**
- 3.2.5-3 GRATUITIES OR GIFTS (JAN 1999)**
- 3.2.5-4 CONTINGENT FEES (OCT 1996)**
- 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 2010)**
- 3.2.5-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA (APR 1996)**
- 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 1996)**
- 3.3.1-1 PAYMENTS (APR 1996)**
- 3.3.1-5 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (APR 2001)**
- 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APR 1996)**
- 3.3.1-7 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1996)**
- 3.3.1-8 EXTRAS (APR 1996)**
- 3.3.1-10 AVAILABILITY OF FUNDS (APR 1996)**
- 3.3.1-15 ASSIGNMENT OF CLAIMS (APR 1996)**
- 3.3.1-17 PROMPT PAYMENT (SEP 2009)**
- 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (FEB 2009)**
- 3.3.2-1 FAA COST PRINCIPLES (OCT 1996)**
- 3.4.1-10 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JUL 1996)**
- 3.4.1-12 INSURANCE (JUL 1996)**
- 3.4.2-6 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCT 1996)**
- 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES—FIXED PRICE CONTRACT (APR 1996)**
- 3.5-1 AUTHORIZATION AND CONSENT (JAN 2009)**
- 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JAN 2009)**
- 3.5-3 PATENT INDEMNITY (JAN 2009)**
- 3.5-13 RIGHTS IN DATA—GENERAL (JAN 2009)**

- 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (OCT 2010)
- 3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2010)
- 3.6.1-6 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 2010)
- 3.6.1-9 MENTOR PROTÉGÉ PROGRAM (OCT 2011)
- 3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2011)
- 3.6.2-1 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JAN 2012)
- 3.6.2-2 CONVICT LABOR (APR 1996)
- 3.6.2-9 EQUAL OPPORTUNITY (AUG 1998)
- 3.6.2-10 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (NOV 1997)
- 3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (JAN 2011)
- 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
- 3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1996)
- 3.6.2-28 SERVICE CONTRACT ACT OF 1965, AS AMENDED (OCT 2010)
- 3.6.2-30 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (APR 1996)
- 3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (AUG 1998)
- 3.6.2-39 TRAFFICKING IN PERSONS (JAN 2008)
- 3.6.2-44 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (JAN 2012)
- 3.6.3-16 DRUG FREE WORKPLACE (MAR 2009)
- 3.6.4-2 BUY AMERICAN ACT--SUPPLIES (JUL 2010)
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2010)
- 3.6.5-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES (FEB 2009)
- 3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1996)
- 3.9.1-1 CONTRACT DISPUTES (OCT 2011)
- 3.9.1-2 PROTEST AFTER AWARD (AUG 1997)
- 3.10.1-7 BANKRUPTCY (APR 1996)
- 3.10.1-12 CHANGES—FIXED-PRICE (APR 1996)
- 3.10.1-12/ATL1 CHANGES—FIXED PRICE ALTERNATE I (APR 1996)
- 3.10.1-14 CHANGES—TIME AND MATERIALS OR LABOR HOURS (APR 1996)
- 3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCT 2007)
- 3.10.2-3 SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (APR 1996)
- 3.10.3-1 DEFINITIONS (APR 2004)
- 3.10.3-2 GOVERNMENT PROPERTY-BASIC CLAUSE (APR 2004)
- 3.10.3-2/ALT2 GOVERNMENT PROPERTY-BASIC CLAUSE ALTERNATE II (APR 2004)
- 3.10.3-3 GOVERNMENT PROPERTY CONSOLIDATED FACILITIES (APR 2004)
- 3.10.3-4 LIABILITY FOR THE FACILITIES (APR 2004)
- 3.10.3-5 USE AND CHARGES (APR 2004)
- 3.10.5-1 PRODUCT IMPROVEMENT/TECHNOLOGY ENHANCEMENT (APR 1996)
- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCT 1996)
- 3.10.6-3 TERMINATION (COST-REIMBURSEMENT) (OCT 2011)
- 3.10.6-3/ALT4 TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (OCT 1996)

- 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCT 1996)**
- 3.10.6-7 EXCUSABLE DELAYS (OCT 1996)**
- 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JAN 1999)**
- 3.13-13 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (FEB 2011)**
- 3.13-14 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (APR 2011)**
- 3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (APR 2008)**

PART III-SECTION J
LIST OF ATTACHMENTS

ATTACHMENT	TITLE	DATE	PAGES
1	Performance Work Statement, FAA Logistics Support Facility, Test Equipment Repair and Calibration Services	10/24/2011	39
TE-1A	FY2010 Classification for Calibrations	undated	14
TE-1B	FY2010 Classification for Repair		7
TE-2	Estimated Workload FY-2012 through FY-2016		1
TE-3	Parts Utilized 2010		19
TE-4	Obsolete Parts 2010		15
TE-5A	CALS Subcontracted		2
TE-5B	REPAIRS Subcontracted		3
TE-6	GFE Inventory 2010		14
TE-7	Procedures and Manuals		44
TE-8	Test Equipment Lab Floor Plan/Space		1
TE-9	FAA Applicable Documents		1
TE-10	Required Reports		1
TE-11	Forms, Tags, Labels		17
TE-12	Quality Assurance Plan		5
2	Department of Labor Wage Determination CBA-2005-3270	9/1/2010	1
3	Collective Bargaining Agreement (CBA) between The Bionetics Corporation and International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 171 and Local Lodge No. 850	5/12/2010	20
4	Department of Labor Wage Determination 05-2432, Revision 15	6/13/2011	11
5	Operational Control Documents	9/8/2011	
	AML30-OC-2.04.4-1		2
	AML30-OC-2.04.4-2		2
	AML30-OC-2.05-1		1
	AML30-OC-2.05-2		1
	AML30-OC-2.05-3		1
	AML30-OC-2.08-1		1
	AML30-OC-2.16-4		1

- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
- (1) The acceptance period stated in paragraph (c) of this provision; or
 - (2) Any longer acceptance period stated in paragraph (d) of this provision.

3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JUL 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as a corporation incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, a joint venture or other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____ .
(country)

3.2.2.3-15 AUTHORIZED NEGOTIATORS (JUL 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

3.2.2.3-70 TAXPAYER IDENTIFICATION (JUL 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other--State basis. _____.

(d) Corporate Status.

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- Other corporate entity
- Not a corporate entity
- Sole proprietorship
- Partnership
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- A common parent does not own or control the offeror as defined in paragraph (a).
- Name and TIN of common parent:

Name _____

TIN _____

3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JANUARY 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the

underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has has not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APR 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

3.5-14 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (JAN 2010)

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause at AMS 3.5-15, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block) -

(1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

(2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should the contract be awarded to the offeror.

3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (FEB 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1996)

The offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APR 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

3.6.4-15 BUY AMERICAN ACT CERTIFICATE (JUL 1996)

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin

[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

3.6.4-19 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION. (JAN 2012)

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.2.2.3-3 AFFILIATED OFFERORS (JUL 2004)

3.2.5-2 INDEPENDENT PRICE DETERMINATION (OCT 1996)

3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 INSTRUCTIONS TO OFFERORS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications, WITH THE EXCEPTION OF THE FEDERAL AVIATION ADMINISTRATION ACQUISITION MANAGEMENT SYSTEM (AMS) BUSINESS DECLARATION (Attachment L.1), which is specifically required to be completed, signed and submitted with offer. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

L.2 SMALL BUSINESS, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN

(a) The Offeror shall provide a detailed subcontracting plan with their proposal that fulfills all requirements contained within AMS Clause 3.6.1-4 entitled: Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan. The Offeror will ensure their subcontracting plans fully address each of the eleven items listed in AMS Clause 3.6.1-4 as being required within an Offeror's subcontracting plan.

(b) At least forty-five (45) percent of the planned subcontract dollar value shall be allocated to small businesses including:

(1) At least ten (10) percent of the total planned subcontract dollar value shall be allocated to small disadvantaged businesses.

(2) At least five (5) percent of the planned subcontract dollar value shall be allocated to small women-owned businesses.

(3) At least three (3) percent of the total proposed subcontract dollar value shall be allocated to service disabled veterans owned businesses.

(c) These goals shall apply over the full life of the contract, including the base period and each exercised option period.

L.3 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for evaluation to determine Best Value as authorized by the Federal Aviation Administration (FAA) Acquisition Management System (AMS) of 1996.

(b) The procurement process will involve the evaluation of technical and cost/price proposals. Evaluations involved will permit the FAA to select an offer that is the most highly rated submission based on overall best value to the FAA.

(c) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(d) This document constitutes a formal SIR/RFO for which an award may be made without further discussions/negotiations. Offerors are to consider all terms and conditions contained in the formal SIR/RFO in preparation of the proposals set forth herein.

L.4 MANDATORY PRE-PROPOSAL CONFERENCE

(a) Prospective offerors are invited to attend the MANDATORY pre-proposal conference to be held in Conference Room 109 of the Logistics Support Facility (LSF), Mike Monroney Aeronautical Center, 6500 S. MacArthur Blvd., Oklahoma City, Oklahoma. The conference will be held on **February 14, 2012, at 9:00 a.m. CST** for the purpose of clarifying the requirement and to permit general discussions regarding this solicitation. There will also be a tour through the Test Equipment Workcenter to provide offerors an opportunity to view the work site. Attendees should enter the Aeronautical Center's main west entrance gate on South Regina Avenue and proceed to the Security Command Center just inside this entrance. Guards at the Security Command Center will direct attendees to the Logistics Support Facility.

(b) Offerors should advise the Contracting Officer of the number of persons they intend to have present at the conference no later than two (2) days prior to the day of the meeting. The following information should be furnished about those who will attend the conference:

- (1) Name of company represented
- (2) Name and title of representative
- (3) Phone number
- (4) E-mail address

(c) In order that questions may be placed on the agenda for discussions or so that more definitive responses can be made, all prospective offerors are required to submit any questions they may have regarding this acquisition, **in writing via email only**, to the Contract Specialist, Connie Houpt at connie.m.houpt@faa.gov by 4:30 p.m. CST on **February 10, 2012**. Any questions not received in sufficient time to gather answers prior to the conference, along with those generated in writing during the conference, will be answered in writing as soon as possible following the conference. Remarks, explanations, or answers to questions provided at this conference shall not qualify the solicitation terms unless such remarks, explanations, or answers are in the form of a formal written amendment to the solicitation.

L.5 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

(a) Each offeror must submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the format outlined below.

(b) The titles and contents of the volumes should be as defined in Table 1 of this document along with the required number of copies. Each volume should be submitted in an individual binder/folder.

Table 1. Proposal Organization

<u>Volume</u>	<u>Title</u>	<u>Copies</u>
I	Contract Documentation/Cost/Price Information	2
II	Technical*	5
III	Cost/Price Information	2

*No reference shall be made to prices/costs in Volume II.

CAUTION: Evaluators will read only up to the page limit as specified. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

(c) Common items for each volume are:

- (1) Margins. No smaller than one (1) inch around the perimeter of each sheet of paper.
- (2) Page Printing. Printing may be on one side only. If printing is on both sides of the paper it will be counted as two pages.
- (3) Single or double spacing (offeror's option).

(4) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.

(5) Volumes II and III shall be marked 'Procurement Sensitive.' A cover sheet may be used for each volume for this designation along with the designation of the applicable page(s) the offeror deems competitive sensitive.

(6) All volumes should be separately bound in three-ring, loose-leaf binders.

(d) Contract Documentation – Volume I. This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors must complete Section A, Solicitation, Offer and Award (SF33), blocks 12 through 18; Section B, Supplies or Services and Prices/Costs; Section K, Representations and Certifications, and the Business Declaration Form. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in SIR/RFO Sections A through K. The FAA may consider offerors who take exception to the terms and conditions of SIR/RFO Sections A through K to be ineligible for award, and such offerors may not be given the opportunity to revise their offers.

(e) Technical Proposal – Volume II - Technical proposals shall be submitted as separate and complete sections for each of the Technical Evaluation Factors outlined in Section M. The technical proposal shall not include prices/costs or any pricing information.

(1) The technical proposal must be sufficiently detailed to enable technically-oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed test equipment repair and calibration services meet the requirements of the Government and that the offered approach is valid and practical. The technical proposal must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for, and the technical problems inherent in, providing services of the scope outlined in the Performance Work Statement (PWS). Clear evidence of services previously demonstrated and currently in place relating to the factors and subfactors should be included in each evaluation area.

(2) Statements that the offeror understands, can, or will comply with all statements in the PWS and statements paraphrasing the PWS requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures will be employed," or "well-known techniques will be used," etc. will be considered insufficient.

(3) Content is more important than quantity. Technical proposal is limited to no more than **100 pages**. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present complete and effective proposals are neither necessary nor desired and may be construed as an indication of the offeror's lack of cost consciousness. To expedite review of the proposals, the responses for each evaluation factor shall be provided in a separate section and the section shall be tabbed for ease of reference.

(4) If any portion of the work is to be performed by a subcontractor, the proposal must provide rationale for subcontracting, how the specific subcontractor was determined (reference AMS 3.10.2-5, Competition in Subcontracting), and the percentage of work to be performed by the subcontractor. The proposal must include supporting documentation describing each subcontractor's technical qualifications and detailed pricing information to support all subcontractor costs.

(f) Cost/Price Information – Volume III.

(1) Each offeror is required to submit cost documentation. The Government needs this data to evaluate the realism, completeness and reasonableness of your offer. The burden of proof for cost credibility rests with the offeror. All information relating to cost documentation shall be included in Volume III. Under no circumstances shall cost documentation be included elsewhere in the offer. Data beyond that required by the next subparagraph shall not be submitted unless it is considered essential to document or support the cost/price position.

(2) Provide as cost documentation a cost element breakdown consisting of all proposed costs, e.g., material costs, any contemplated subcontracts, labor costs, indirect costs, general and administrative costs, cost of money, and profit. The cost information must be traceable to each CLIN. Provide this for each contract line item by year and finally summarize total cost elements for the total contract with all option periods included. **Describe in detail each cost element for each CLIN. Explain how area wage determination entitlements will be discharged. Copies of Part I - Section B, Pricing Schedules shall also be included.**

(3) If any portion of the work is to be performed by a subcontractor, the proposal must include detailed pricing information to support all subcontractor costs.

(g) SEPARATE AND COMPLETE RESPONSES MUST BE MADE TO EACH OF THE FOLLOWING SIX FACTORS.

(1) **Factor 1 - Understanding the Requirements:** The Offeror shall provide a narrative that indicates understanding of the scope of work to be performed at the FAA Logistics Center (FAALC) as defined in the Performance Work Statement (PWS) Section 4, to include awareness of the FAALC's role as the prime repair and overhaul source for the National Airspace System (NAS), description of how the offeror will comply with the priority system, fulfill the changing workload requirements, any subcontracting effort envisioned, and ability to develop/modify manual and automated test and calibration and repair procedures. If any portion of the work is to be performed by a subcontractor, the proposal must provide rationale for subcontracting, how the specific subcontractor was determined, and the percentage of work to be performed by the subcontractor. The proposal must include supporting documentation describing each subcontractor's technical qualifications.

(2) **Factor 2- Organizational Experience:** The Offeror shall complete a minimum of three (3), but no more than five (5), "Organizational Experience Information" forms, Attachment L.2, in response to this factor. All blocks must be filled in and all data should be accurate, current, and complete. The forms shall include Points of Contact (POC) for all projects included under that contract; e.g., a Federal agency contract that included work at five (5) installations, POCs shall be provided for each installation. For each contract the offeror must provide accurate, current, and complete information that meet the following requirements:

(A) Contracts are similar to the size and complexity of FAALC requirement.

(B) Three (3) contracts valued at over \$2,000,000.

(C) Projects submitted have been completed or underway within the last six (6) years.

Offerors should provide information on problems encountered with contract(s) and corrective actions taken to resolve those problems. General performance information will be obtained from references listed and possible other sources for each contract identified.

Note: Offerors are cautioned that the FAA may use the data provided by other sources in evaluating past performance and experience as well as data provided. Offerors will be given an opportunity to rebut information considered negative and relevant to the evaluation. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.

(3) **Factor 3 – Past Performance:** Offeror is required to provide Past Performance Surveys (Attachment L.3), along with Client Authorization Letters (format at Attachment L.4) to all customers/contractors for whom a project was submitted under Factor 2, Organizational Experience. The customers/contractors shall be familiar with the work ethic, standards, performance, and deliverables demonstrated through previous or ongoing contracts of a similar nature.

The Offeror will provide the Past Performance Surveys to their customers/contractors, who will in turn return the surveys directly to the Contracting Officer by the due date specified on the surveys. Surveys received after the established due date may not be evaluated.

Offeror may also submit supporting data, charts and/or graphs demonstrating metrics and/or other performance information that displays how well the offeror met customer expectations in regard to predetermined standards for quality, timeliness, cost and overall customer satisfaction.

(Note: The documentation provided by the Offeror relative to past performance and experience should evidence the distinction between past performance— "how well" the Offeror has performed, and experience—the Offeror has "done it" before.)

Offeror with no past performance information will receive a "neutral" or "satisfactory" rating for this factor.

(4) **Factor 4 – Quality Control/Quality Assurance:** Offeror shall submit a "Quality Management System/Plan" which contains all elements of the ANSI/ASQC/ISO 9001-2000 Quality Management Standards and in compliance with ANSI/ISO/IEC 17025-2005, General requirements for the competence of testing and calibration laboratories, and ANSI/NCSL Z540 Part II, Quality Assurance Requirements for Measuring and Test Equipment in accordance with PWS Section 1.8. Offeror must demonstrate:

(A) Organizational structure, personnel, resources, processes, and oversight are in place to achieve the specifications and performance requirements of this solicitation.

(B) Presents a proven approach to provide conformity in quality products for delivery to its customers.

(5) **Factor 5 – Contract Support:**

(A) **Subfactor 5A-Staffing:** Offerors shall provide résumés for proposed Key Personnel; Contract Manager, Metrologist(s) and alternates. Résumés shall be no more than three (3) pages in length, detailing relevant experience, education and training as specified in PWS, Sections 1.6.1.1 and 1.6.1.2. Contractor will provide a staffing plan that demonstrates how they plan to support this requirement in accordance with PWS Section 1.6.

(B) **Subfactor 5B-Work Management:** Offerors shall provide a description of their Work Management procedures as specified in PWS, Section 4.1.1.

(6) **Factor 6- Contingency Plan:** Offeror shall provide a description of their Contingency Plan that meets the requirements of PWS, Section 1.11, to include capability to expand its workforce, provide alternate work sites and backup equipment in support of this requirement.

L.6 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

L.7 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)

CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.8 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)

CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award

**L.9 ISO 9001:2000 CERTIFICATION/COMPLIANT INCENTIVE PROGRAM CLA.4538
REQUIREMENTS (AUG 2006)**

(a) The Federal Aviation Administration Logistics Center (FAALC) in Oklahoma City is an ISO 9001:2000 registered organization. In compliance with Element 7.4, Purchasing, of the standard, and how it relates to products and services provided by the Logistics Center, the FAALC has an evaluation incentive program to encourage contractors to offer products/services that are produced utilizing an ISO 9001:2000 certified or compliant process. The incentive will be used in the evaluation of prices offered and shall be applicable only in making a determination for contract award. This evaluation incentive program allows for award to other than the low offeror in accordance with provision titled, Evaluation of Offers, in Section M of this Screening Information Request (SIR) or Request for Offer (RFO).

(b) To receive the evaluation incentive, the offeror must offer a product/service processed under the standards identified above; complete the required provision titled, Certification of Products/Services Offered, in Section K of this SIR; and provide the documentation required and listed in paragraphs (c) and (d), below. All referenced certification/compliance requirements shall be met prior to the time specified for receipt of offers for this SIR or RFO.

(c) Certification will be demonstrated by providing a copy of an ISO 9001:2000 Quality System Registrars' authentic certificate.

(d) ISO 9001:2000 compliance will be demonstrated by the presentation of documented proof of a second party audit within the last 12 months. Audit findings must confirm compliance.

L.10 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002) CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

**3.2.2.3-38 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR OTHER
INFORMATION (JUL 2010)**

Offerors (you) may submit certificates of current cost or pricing data (CCCPD) or you may request an exception to this requirement. Depending on the option you use, you must submit either the CCCPD shown in paragraph (e) of clause 3.2.2.3-39, "Requirements for Certified Cost or Pricing Data or Information - Modifications" (the clause) or request an exception consistent with the information in the clause. Any information in the clause regarding the CCCPD or the exception that is relevant to an offer is incorporated into this provision.

3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award of an Indefinite-Delivery/Requirements type contract with Fixed Price and Time-and-Material provisions resulting from this Screening Information Request.

3.9.1-3 PROTEST (OCT 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition

Federal Aviation Administration

800 Independence Ave., S.W.

Room 323

Washington, DC 20591

Telephone: (202) 267-3290

Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JUL 2004)**
- 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JUL 2004)**
- 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JUL 2004)**
- 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JUL 2004)**
- 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JUL 2004)**
- 3.2.2.3-16 RESTRICTION ON DISCLOSURE AND USE OF DATA (JUL 2004)**
- 3.2.2.3-17 PREPARING OFFERS (JUL 2004)**
- 3.2.2.3-18 PROSPECTIVE OFFERORS REQUESTS FOR EXPLANATION (FEB 2009)**
- 3.2.2.3-19 CONTRACT AWARD (JUL 2004)**
- 3.6.2-7 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (JUL 2011)**
- 3.6.2-15 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (APR 1996)**
- 3.13-4 CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2006)**

ATTACHMENTS TO SECTION L

- L.1 BUSINESS DECLARATION FORM**
- L.2 ORGANIZATIONAL EXPERIENCE INFORMATION FORM**
- L.3 PAST PERFORMANCE SURVEY**
- L.4 CLIENT AUTHORIZATION LETTER**

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

M.1 INTRODUCTION

(a) Offers will be evaluated and contract award made on the basis of “Best Value to the FAA”, with technical factors being significantly more important than cost/price. Subjective judgment on the part of the FAA is implicit in the evaluation process.

(b) Proposals will be eliminated if the Offeror did not attend the mandatory pre-proposal conference on February 14, 2012. Proposals may be eliminated if they are determined to be grossly deficient (i.e., the submittal does not represent a reasonable effort to address itself to all elements of the SIR/RFO or clearly demonstrates that the offeror does not understand the requirements of the SIR/RFO) and the proposed costs/prices are not considered reasonable.

(c) Each proposal will be evaluated on the basis of its written submissions and cost/price information described in Section L (hereafter referred to as technical and cost/price proposals). Separate technical and cost/price proposals are required as described in Section L.

(d) All offers will be subjected to detailed technical, cost/price evaluation by a team who will rate/assess each in accordance with pre-established evaluation plans.

(e) Technical proposals will be evaluated, rated, and scored in accordance with pre-established evaluation factors. These factors are listed in Section M.

(f) Cost/price submittals will not be rated or scored but evaluated pursuant to Section M.

(g) The cost/price evaluation team will not have access to technical proposals during the initial detailed evaluation. Likewise, the technical evaluation team will not have access to cost/price proposals during the initial detailed evaluation. After completion of the initial detailed evaluation, the technical and price evaluation teams may have access to the other teams' proposals only as authorized by the Contracting Officer.

(h) The offer that provides the overall best value to the FAA will be selected. The successful offer may not necessarily be the lowest priced offer. Again, technical considerations are significantly more important than cost/price. The relative importance of cost will increase as the differences in technical scores decrease.

(i) Because several proposals are anticipated, uniformity of proposals is essential to assure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the RFO. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion.

(j) Additional information may be requested from the offeror whose proposal the FAA considers to represent the overall best value. The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and cost/price.

M.2 TECHNICAL EVALUATION

(a) Selection of a contractor for award will be based on evaluation of technical proposals according to the factors listed below. These factors are listed in descending order of importance.

Factor 1	Understanding the Requirements
Factor 2	Organizational Experience
Factor 3	Past Performance
Factor 4	Quality Control/Quality Assurance
Factor 5	Contract Support
Subfactor 5A	Staffing
Subfactor 5B	Work Management
Factor 6	Contingency Plan

(b) Factor 3 is slightly more important than Factors 1 and 2. Factors 1 and 2 are equal in importance. Factors 1 and 2 are slightly more important than Factor 4 and 5. Factors 4 and 5 are equal in importance and considerably more important than Factor 6. Within Factor 5, sub-factor 5A is significantly more important than sub-factor 5B.

(c) Factors will be rated by the evaluation team on the rating scale shown below. Any offeror whose proposal does not achieve a rating of satisfactory or better in all factors may be considered ineligible for award. Team ratings for each factor will be weighted to establish a score for the technical proposal.

4.0	=	Excellent
3.0	=	Good
2.0	=	Satisfactory
1.0	=	Marginal
0.0	=	Unsatisfactory

(d) Evaluation criteria for each factor are as follow:

(1) **Factor 1 – Understanding the Requirements:** The FAA shall evaluate the extent of the offeror's demonstrated understanding of the scope of work as defined in PWS Section 4, including understanding of FAALC's role, repair versus calibration requirements, the priority system, and ability to develop automated test and calibration procedures.

(2) **Factor 2- Organizational Experience:** The Government will review the repair and calibration project experience of the offeror, including subcontractors, on projects provided on the Organizational Experience Information forms. If any of the information required is not included in the form, the Offeror may be considered non-responsive and evaluated as unsatisfactory. The offeror will provide corporate information relating to managing calibration and/or electronics repair contracts. Offerors must provide accurate, current, and complete information on a minimum of three (3), but no more than five (5) contracts that meet the following requirements:

(A) Contracts are similar to the size and complexity of FAALC requirement.

(B) Three (3) contracts valued at over \$2,000,000.

(C) Projects submitted have been completed or underway within the last six (6) years.

(3) **Factor 3 – Past Performance:** The Government will review all Past Performance Surveys for projects submitted by the offeror's customers/contractors. The offeror will provide corporate information relating to managing performance of calibration and/or electronics repair contracts, and demonstrates satisfactory performance for managing electronic test equipment repair operations and contracts of this nature.

The Government may use any/all other sources of past performance information for same/ similar services, or other projects, available to the Government. The Government may also perform random telephonic surveys as needed to further validate the offeror's past performance.

(4) **Factor 4 – Quality Control/Quality Assurance:** The Quality Management System/Plan (QMS/P) will be evaluated for compliance with all elements of the ANSI/ASQC/ISO 9001-2000 Quality Management Standards, its ability to meet warranty requirements, how deficiencies in products are identified and corrected, relationships with Government personnel (CO, COTR, Production Controller, Customers), and how the plan will be implemented and maintained over the life of the contract. A satisfactory QMS/P will provide sufficient information to determine that a satisfactory program would be implemented, it will describe workflow procedures and an automated method for tracking assigned workload. Offeror must demonstrate:

(A) Organizational structure, personnel, resources, processes, and oversight are in place to achieve the specifications and performance requirements of this solicitation

(B) Presents a proven approach to provide conformity in quality products for delivery to its customers.

The offeror must demonstrate a "Quality Management System" which contains all elements of the of the ANSI/ASQC/ISO 9001-2000 Quality Management Standards and in compliance with ANSI/ISO/IEC 17025-2005, General requirements for the competence of testing and calibration laboratories, and ANSI/NCSL Z540 Part II, Quality Assurance Requirements For Measuring and Test Equipment in accordance with PWS Section 1.8

(5) **Factor 5 – Contract Support:**

(A) Subfactor 5A-Staffing: Résumés will be evaluated to determine that the proposed Key Personnel meet the qualifications requirements as specified in PWS, Sections 1.6.1.1 and 1.6.1.2. The staffing plan will be evaluated to determine an understanding of staffing requirements, including workload fluctuations and need for additional subcontracting effort.

(B) Subfactor 5B-Work Management: Work Management procedures will be evaluated to determine that the proposed plan meet the qualifications requirements in accordance with PWS, Section 4.1.1, to include planning, programming, coordinating, estimating, scheduling, evaluating resources and executing work assignments. Offeror shall describe workflow procedures and an automated method for tracking assigned workload.

(6) **Factor 6- Contingency Plan:** The contingency plan will be evaluated to determine that it meets the requirements of PWS, Section 1.11. The contingency plan explains how contingencies will be supported. An alternate work site is described and minimum backup equipment is available.

M.3 PRICE/COST

(a) Price/cost proposals of all offerors and all associated subcontracts over \$100,000 will be evaluated, but not numerically scored, for the transition period, and all option periods. The evaluations are the basis for the pricing team's assessment of the following:

- (1) Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs and includes all information required by Section L of the RFO.
- (2) Reasonableness - Review of rationale and data supporting elements of cost included in the proposals.
- (3) Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.

(b) Proposals, whether initial or revised submissions, which are unrealistically low, may be grounds for elimination from further competition on the grounds of the offeror's failure to comprehend contract requirements.

M.4 EVALUATION OF OFFERS FOR SINGLE AWARD (JUL 2007)

CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

M.5 EVALUATION OF OFFERS (SEP 2006)

CLA.4539

(a) Offeror shall complete provision titled, Certification of Products/Services Offered, in Section K of this SIR or RFO, as to whether the products/services offered are of a process that is;

- (1) ISO 9001:2000 certified (certified offer),
- (2) ISO 9001:2000 compliant (compliant offer), or
- (3) Non-certified/Non-compliant (non-certified/non-compliant offer).

(b) Offerors shall provide documentation of ISO 9001:2000 certification/compliance as required in Section L provision titled, ISO 9001:2000 Certification/Compliant Incentive Program Requirements, of this SIR or RFO.

(c) The FAA will award to ISO 9001:2000 certified or compliant contractors unless the price is determined to be unreasonable as follows:

- (1) Unless the FAA determines otherwise, the offered price of a certified offer is unreasonable when the lowest acceptable certified offer exceeds the lowest acceptable non-compliant/non-certified offer by 12 percent.

(2) Unless the FAA determines otherwise, the offered price of a certified offer is unreasonable when the lowest acceptable certified offer exceeds the lowest acceptable compliant offer by 6 percent.

(3) Unless the FAA determines otherwise, the offered price of a compliant offer is unreasonable when the lowest acceptable compliant offer exceeds the lowest acceptable non-compliant/non-certified offer by more than 6 percent.

(d) The evaluation in subparagraph (c) above shall be applied on an item- by-item basis or to any group of items on which award may be made, as specifically provided by the SIR or RFO.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

3.2.4-31 EVALUATION OF OPTIONS (APR 1996)

3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOV 1997)

**3.6.1-10 EVALUATION OF CONTRACTOR PARTICIPATION IN THE FAA MENTOR
PROTÉGÉ PROGRAM (JAN 1999)**